AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CO	PAGE	OF PAGES	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCH	ASE REQ. NO. 5. PROJEC		T NO. (If a	11 pplicable)
One (1)	04/28/2012					
6. ISSUED BY CODE		7. ADMINISTERED BY (II	f other than Item 6)	CODE		
Office of Acquisition & Assistance USAID/Afghanistan American Embassy, The Great Masoud Ro Kabul, Afghanistan	pad					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, c	ounty, State and ZIP Code)		(X) 9A. AMENDMEN	T OF SOLICI	TATION	
All Offerors		NO. SOL-306-12-000031 -1 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)				
CODE	CILITY CODE					
11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS			
Offers must acknowledge receipt of this amendment prior to (a) By completing items 8 and 15, and returning	copies of the amendment ce to the solicitation and ame RIOR TO THE HOUR AND DA I, such change may be made ur and date specified.	nt; (b) By acknowledging rece endment numbers. FAILURE (ATE SPECIFIED MAY RESUI	ipt of this amendment of OF YOUR ACKNOWLE LT IN REJECTION OF Y	n each copy o DGMENT TO OUR OFFER	BE RECEI	VED AT THE e of this
13. THIS ITEM O		DDIFICATION OF CON DER NO. AS DESCRI		S.		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUR IN ITEM 10A.	SUANT TO: (Specify authorit	y) THE CHANGES SET FOR	TH IN ITEM 14 ARE MA	DE IN THE C	ONTRACT	ORDER NO.
B. THE ABOVE NUMBERED CONTRACT/C date, etc.) SET FORTH IN ITEM 14, PUR	SUANT TO THE AUTHORIT	Y OF FAR 43.103(b).	VE CHANGES (such as	changes in pa	aying office	, appropriation
C. THIS SUPPLEMENTAL AGREEMENT IS		IT TO AUTHORITY OF:			•.	
D. OTHER (Specify type of modification and	authority)					
	s required to sign this	_		s to the iss	uing offic	ce.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org.	anızed by UCF section headii	ngs, including solicitation/con	tract subject matter whe	re reasible.)		
The purposes of this amendment are to:						
I. Incorporate Questions and Answers to p II. Revise the Section C of the RFP, III. Revise Section F of the RFP, IV. Incorporate mandatory clauses in RFP V. Revise Sections L and M of the RFP.						
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A					ct.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF		ER (Type or p	orint)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA			ATE SIGNED
(Signature of person authorized to sign)		(Signature	of Contracting Officer)			الله الما

I. Incorporate the following USAID responses to potential offerors' questions:

Question: Does the proposal have to focus on the capacity development work of Ministry of

Agriculture and Departments of Agriculture, centers and stations in seven provinces - Balkh,

Herat, Kabul, Kandahar, Kunduz, Nangarhar and Paktya?

Answer: As stated in section C.2 page 8 of the AGRED solicitation document, the program will

operate primarily in the seven MAIL regional research stations (which are located in Balkh, Herat, Kabul, Kandahar, Kunduz, Nangarhar and Paktya) and the central MAIL Directorates

of Research and Extension.

Question: 50 MAIL priority districts in the seven target provinces, as well as in Badghis, Baghlan,

Balkh, Faryab, Ghazni, Hirat, Jowzian, Kabul, Kinduz, Parwan, Samangan, Takhar, and

Zabul?

Answer: As stated in section C.2 page 8 of the AGRED solicitation document, the program will link

the activities in the seven field research stations to extension activities to be carried out in the 50 MAIL priority districts that have been identified (Table on page 8 continuing into

page 9).

Question: Would you further clarify that full and open competition means that any country

(Including the cooperating country, but excluding foreign policy-restricted countries) can

bid on this offering?

Answer: Yes.

Question: Does it fall into Geographic Code 937 (page 42) or Geographic Code 935 (page 46)?

Answer: Authorized Geographical Code for this Procurement is 935. Page 42 contains a standard

clause language, but USAID/Afghanistan Mission has obtained a waiver authorizing

Geographic Code 935.

Question: Could USAID provide further clarification on the envisioned level of responsibility between

USAID, MAIL and the Contractor. Regarding the on-budget financial support to MAIL through direct Grant/Implementation Funds, it is unclear what USAID requirements are for MAIL, and how the Contractor's role could best support the USAID-MAIL relationship and funding streams. If it is the intent of USAID that MAIL receives these funds directly from USAID, then the lines of responsibility, authority for their use, and accountability for them would flow directly between USAID and MAIL. Yet, in the RFP, there are references where it appears that USAID is putting the Contractor in a position to be responsible for the

expenditure of direct on budget funds.

expenditure of uncer on budget funds.

Q.a. Will the on-budget support go directly from USAID to the Ministry of Finance or

MAIL?

Answer: On budget support will go directly to GIROA from USAID (to MAIL via MoF).

Q.b. Will the on-budget support be held to both USAID procurement regulations and

guidelines and GIRoA procurement regulations and guidelines?

Answer:

On-budget support will be held to GIRoA procurement regulations and guidelines. USAID may request GIRoA to make certain modifications to their regulations and guidelines.

Q.c. What is the envisioned contractor's role in the management of on-budget support to MAIL?

Answer:

The Contractor will not actually manage the on-budget support, but will provide assistance to build the capacity of MAIL to plan and manage on-budget support.

Question:

As there would be no privity of contract/agreement between the contractor and the GIRoA/MAIL regarding the on budget support and Grant Letter/Implementation Letters between USAID and the GIRoA, this raises questions regarding Contractor access to, and responsibility for, reporting requirements related to GIRoA/MAIL expenditures. Has USAID developed an agreement with GIRoA/MAIL as to how the Contractor would gain access to financial and programmatic documentation of the GIRoA on behalf of USAID in order to provide "management oversight?" For example, Section C.6.1 of the RFP describes several in kind cost sharing objectives to be provided by the GIRoA. Could USAID please elaborate on how it envisions the contractor supervise and oversee this requirement without being a party to the GL agreement or having authority over GIRoA/MAIL staff or actions?

Answer:

Contractor will not be held accountable for reporting requirements related to GIRoA/MAIL expenditures. USAID would expect contractor to provide "best effort" to assist MAIL in reporting.

Question:

We understand that the contractor's role will be to help MAIL oversee USG on-budget funds received directly from USAID, including grants. We also note that no grants under contract authority is provided under this RFP. However, in section F.7 on page 26 the RFP states that a grants manual will be due within 30 days and that: "The successful offeror may request Grants under Contract (GUC) component, to provide grants to qualified and relevant entities." Please confirm whether this project will include both assistance to MAIL to manage grants to local entities from the on-budget funds outside of this contract and grants under contract.

Answer:

The Contractor may be requested to assist the Grants Management Unit (GMU) of the MAIL in coordination with USDA. The requirement for a Grants Manual is removed. USAID may require the Contractor to issue grants under contract at a later stage, but does not envision it at the beginning of the project. Please see the revised Sections F.4 and F.7.

Question:

Section L.5, p 128 states that this is a CPFF term contract. Consideration for term contracts is for provision of the Level of Effort. However, Section F reports deliverables that are for completion contracts. Please clarify.

Answer:

The contract resulting from this solicitation will be CPFF Term contract. The delivery of plans and reports do not make this a completion contact. Plans and reports are management controls and are not the planned purpose of this contract.

Ouestion:

Section L.9c.a, p 133 requests the Contractor submit up to five (5) of the most recent and relevant contracts as an Annex F; however, Annex F under Section L.9, p 131 is the SF-294 form. Please confirm that the Contractor can submit the five past performance contract references as an additional annex.

Answer: Offerors are requested to submit 5 most recent and relevant contracts as past performance

information in Annex F with a SF 294 report for each contract. Utilization of small business concerns under current and prior contracts is part of the past performance evaluation.

Question: Per ADS 302.3.5.4.a, Key Personnel, "the number of key personnel designated for any

contract must not be more than five individuals or five percent of the contractor employees working under the contract, whichever is greater." Please clarify which five positions are

Key Personnel for this program.

Answer: Please see the revised Section F.10 Key Personnel.

Question: According to the RFP, infrastructure activities are anticipated to be completed under the

AGRED program using the on-budget funds.

O.a. Please confirm if infrastructure activities under the on-budget funds are to be held to

the construction standards and requirements of the USG and/or GIRoA.

Answer: The infrastructure activities under the on-budget funds will be held to the construction

standards and requirements of GIRoA. USAID may request GIRoA to make certain

modifications to their regulations and guidelines.

Q.b. Please clarify whether the contractor will have responsibility for environmental impact

requirements of infrastructure constructed with on-budget funds.

Answer: Yes.

Question: Section H.21, p 50 requires Contracting Officer (CO) approval prior to awarding any

subcontract while Section H.22, p 51 includes the mission order vetting requirements for sub-awards to non-US recipients in excess of \$150,000. Please confirm that the threshold for

requiring CO approval for awarding sub-awards is also \$150,000.

Answer: These are two different requirements and two different thresholds. Vetting requirements and

threshold are subject to Mission Order and the sub-contract consent requirement is subject to FAR Part 44.2. While the thresholds under these requirements are currently the same, this

can change in the future.

Question: Section C.2, p 8 states AGRED activities are to be carried out in 50 MAIL priority districts;

however, only 39 districts are listed. Could USAID please provide a list of all 50 priority

districts?

Answer: The illustrative list in Section C.2 identifies 47 districts. 3 remaining districts are TBD.

Question: Section L.9 p 130 states the entire Technical Proposal should not exceed 45 pages, exclusive

of Annexes, Table of Contents, and Dividers. Please confirm whether any graphics that are

not included in the annexes are included in the 45 page limit.

Answer: The graphics are included in the 45 page limit.

II. Under SECTION C, DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES, C.4 STRATEGIC LINKAGES: ADD the following after the last entry:

The contractor will coordinate and collaborate with the USDA's Afghanistan Agricultural Extension Project (AAEP). This project is designed to assist Afghanistan's Ministry of Agriculture, Irrigation, and Livestock to deliver more effective, demand-driven extension services to producers and other rural clientele. Anticipated results of the project include a cadre of extension staff with the technical expertise and appropriate methodologies to effectively extend information and knowledge; increased public accessibility to, and use of, government extension services; development of extension training modules and educational materials based on high-priority needs; targeted agricultural universities, vocational high schools, and technical institutes with increased capacity to prepare future extension personnel; improved services for women working in the agricultural sector; and a pluralistic approach to extension that responds to farmers needs for research-based technologies, builds upon the innovations of Afghanistan farmers, and promotes coordination among the various entities providing extension-related services.

USAID anticipates that MAIL will use some of its funds to issue and manage grants. The role of the contractor in this case is to coordinate with USDA, which is working to establish a grants management unit, to help MAIL understand the role of grant-making authority and practical application in their toolbox of public good provisions. The contractor may be requested to issue grants under this contract. USAID will modify this contract to reflect the changes should this requirement be included.

III. Under SECTION F make the following changes:

- 1. **SECTION F.4** DELIVERABLES, SUMMARY OF CONTRACT DELIVERABLES TO COR, **DELETE:** Grants Manual, Branding and Marking Plan.
- 2. SECTION F.7 REPORTS, DELETE: item 3. Grants Manual and item 5 Branding and Marking Plan
- 3. SECTION F.10 KEY PERSONNEL, DELETE item a) and insert the following in lieu thereof:
 - a) The following positions are designated as Key Personnel:
 - 1. Chief of Party (COP);
 - 2. Deputy Chief of Party, Administrative and Financial;
 - 3. Research Program Coordinator;
 - 4. Extension Program Coordinator;
 - 5. Monitoring and Evaluation Coordinator.

4. SECTION F.10 KEY PERSONNEL:

- page 31 delete the statement "An expatriate American is strongly preferred for this position."
- page 32 delete the statement "An expatriate American is strongly preferred for this position."
- Page 33 delete the statement "Afghan nationals are strongly preferred for this position."

IV. Under SECTION H - make the following changes:

1. **DELETE SECTION H.21 Subcontracting Requirements** and insert the following in lieu thereof:

H.21 SUB-AWARD REQUIREMENTS (MARCH 2012)

- (a) Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all Contracts and Cooperative Agreements. The awardee must not allow lower-tier sub-awards without the express written approval of the Contracting/Agreement Officer.
- (b) Definitions: The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").
- (c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent sub-awardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.
- (d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.
- (e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:
- (i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
- (ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
- (iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;
- (f) Provisions for specific contract types:
- (i) [RESERVED.]
- (g) For purposes of calculating tiers, the following will not be considered a tier:
- (i) subsidiaries of the awardee;
- (ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
- (iii) employment awards for a single individual, provided that such individual issues no further sub-awards;

- (iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;
- (v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.
- (h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

(End of clause)

2. ADD the following mandatory clauses after the last entry:

H.24 52.204-10- REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (FEB 2012)

(a) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- (b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.
- (c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at http://www.fsrs.gov for each first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country.

Also include the nine-digit zip code and congressional district.

- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.

- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).
- (2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year in the Central Contractor Registration (CCR) database via https://www.acquisition.gov, if—
- (i) In the Contractor's preceding fiscal year, the Contractor received—
- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- (3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if—
- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- (d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

- (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.
- (e) Phase-in of reporting of subcontracts of \$25,000 or more.
- (1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.
- (2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.
- (3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

H.25 FRAUD REPORTING

The awardee is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U. S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the awardee acquires in its normal course of business. This [clause/provision] must not be construed to require the awardee to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or awardee determines such reporting would conflict with applicable laws, awardee must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

(End of Clause)

H.26 IMPLEMENTING PARTNERS NOTICES

The contractor shall comply with and adhere to all USAID Afghanistan Implementing Partner Notices. Copies of Notices are provided to implementing partners at the time of issuance. Copies are also available upon request from the Cognizant Contracting Officer.

(End of Clause)

- V. Make the following changes in SECTIONS L and M
 - 1. SECTION L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL, DELETE "Annex F SF-294 Form (Subcontracting Report for Individual Contracts)" and insert the following in lieu thereof: "Annex F Five (5) most recent and relevant contracts as past performance information in Annex F with SF 294 report for each contract."

- 2. SECTION L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL, DELETE "Annex G Branding Strategy (IAW section D.2)"
- 3. SECTION M.2 EVALUATION FACTORS, POINT (2) MANAGEMENT CAPACITY, DELETE "This evaluation factor is comprised of three sub-factors which are weighted as follows" and REPLACE with "This evaluation factor is comprised of two sub-factors which are weighted as follows".
- 4. SECTION M.2 EVALUATION FACTORS, Point (3) Contractor Past Performance, DELETE "(iii) Cost control, including forecasting costs as well as accuracy in financial reporting" and REPLACE with "(iii) The extent the Offerors used and promoted the use of small business concerns under current and prior contracts".

	(End	of A	mendment	1)	
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